

**PROJECT SPECIAL PROVISIONS**

General

7-1-95

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

**8-15-00<sub>R</sub>**

The date of availability for this contract is November 1, 2004, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is June 1, 2005.

When observation periods are required by the special provisions, they are not a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are One Thousand Dollars (\$1,000.00) per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

SP1G07

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND  
LIQUIDATED DAMAGES A+B BIDDING:**

**10-12-04**

The Contractor shall complete the proposed retaining walls at Station 17+00 to Station 22+25 and Station 33+00 to 35+00, pavement, guardrail, temporary pavement markings, signs, and shall place and maintain traffic in its permanent pattern on I-40 East Bound Lane.

The date of availability for this intermediate contract time is November 1, 2004.

The intermediate contract time for this work shall be determined by the Bidder and entered onto the itemized proposal form by the Bidder in the place indicated. In no case shall the Bidder bid more than 134 (March 14, 2005) consecutive calendar days.

The daily cost for this intermediate contract time is Seven Thousand Dollars (\$7,000.00) per calendar day.

The liquidated damages for this intermediate contract time are Seven Thousand Dollars (\$7,000.00) per calendar day.

The 2002 *Standard Specifications for Roads and Structures* shall be revised for Intermediate Contract Time Number 1 as follows:

Page 1-5, Article 101-46. Delete the article and substitute the following:

101-46 INTERMEDIATE COMPLETION DATE.

That date as determined by adding the number of calendar days bid by the Contractor to the date of availability, or as revised by authorized extensions, by which date it is required that the intermediate work set forth in the contract will be satisfactorily completed. The date of availability will be counted as the first contract calendar day.

Page 1-5, Article 101-48. Delete the article and substitute the following:

101-48 INTERMEDIATE CONTRACT TIME (DAYS)

The number of days bid by the Contractor including authorized extensions to the intermediate completion date.

Page 1-13, Article 102-8 (4) Add the following paragraph after the second subparagraph:

The intermediate contract time bid shall be entered in the proposal form. The number of calendar days shall be entered in figures in the "Unit Cost" column. The amount bid for the contract time will be determined by multiplying the number of calendar days bid by the daily cost per calendar day indicated in the proposal form and shall be the amount appearing in figures in the "Amount" column of the proposal form.

Page 1-13, Article 102-8 Delete paragraph 5 and substitute the following:

5. The total amount bid shall be determined by adding the amounts bid for each item and for the contract time.

Page 1-15, Article 102-11. Delete the first three sentences of the first paragraph and substitute the following:

The bid shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashiers check in the amount of at least 5% of the total amount bid for the contract excluding the amount bid for the contract time. No bid will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashiers check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the Department of Transportation in an amount of at least 5% of the total amount bid excluding the amount bid for the contract time.

Page 1-17, Article 102-15. Add the following paragraph after the first paragraph:

Any bid submitted in which the Bidder fails to bid the intermediate contract time or bids more intermediate contract time than specified in these provisions shall be considered irregular and may be rejected.

Page 1-18, Article 103-1. Delete the first paragraph and substitute the following:

After the bids are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule and the unit bid prices and the product of the cost per calendar day shown in the bid schedule and the contract time. The results of such comparisons will be immediately available to the public.

Page 1-20, Subarticle 103-4(A). Delete this subarticle in its entirety and substitute the following:

The award of the contract, if it be awarded will be made to the lowest responsible Bidder. In determining the total amount bid by a Bidder, the Department will consider the dollar amount bid to perform all the work under the terms of the contract and the total number of calendar days to complete the work. The lowest bid will be determined by the Department as the lowest combination of (A) and (B) according to the following formula:

$$\text{Total Amount Bid} = A + (B \times DC) \text{ where}$$

A is the total dollar amount for all work to be performed under  
The contract,

B is the time in calendar days bid not to exceed the maximum number  
of calendar days specified in the proposal, and

DC is the daily cost as stipulated in the proposal.

The preceding formula shall be used only to determine the lowest and best bid and shall not be used to determine the final payment to the Contractor upon completion of the work.

In the event that two or more Bidders submit the lowest total bid, the award, if made, will be made to the Bidder bidding the lowest number of calendar days to complete the work.

The lowest responsible Bidder will be notified by letter that his bid has been accepted and that he has been awarded the contract.

Award of a contract involving any unbalanced bid price(s) may be made in accordance with the provisions of Article 102-15.

Page 1-61, Subarticle 108-10(B), Paragraph 1. Delete this paragraph in its entirety and substitute the following:

1. If the total dollar value of the final quantities adjusted as provided herein less the dollar value of quantities represented by supplemental agreements which previously extended the completion date, or intermediate completion date, or intermediate completion time,

exceeds the dollar value of the total amount bid, excluding the amount bid for contract time or intermediate contract time, the completion date, intermediate completion date or intermediate completion time will be extended by the number of calendar days or hours obtained by multiplying the contract time (days), intermediate contract time (days) or intermediate contract time (hours) as bid or set forth in the special provisions by that percentage that such reduced final dollar value exceeds the total amount bid, excluding the amount bid for contract time or intermediate contract time. The total dollar value of the final quantities for pro-rata computations shall be adjusted by excluding the following:

- a. Unit bid price changes caused by price adjustments to asphalt cement.
- b. Fuel adjustments.
- c. Unit price reductions under the provisions of Article 105-3.
- d. Payment for trainees.
- e. Unit price changes due to pay factors established by the Specifications.

Page 1-63, Subarticle 108-10(B). Delete the first full paragraph and substitute the following:

The Contractor's plea that the maximum allowable contract time (days), intermediate contract time (days), or intermediate contract time (hours) as specified in the contract was insufficient will not be considered grounds as a valid extension in the completion date, intermediate completion date or intermediate completion time.

Page 1-63, Article 108-11. Insert "as bid or" after the word "times" in the third line of the second paragraph.

Page 8-1, Article 800-2. Insert "excluding the amount bid for contract time or intermediate contract time" following the phrase "percent of the total amount bid" throughout the article.

**INTERMEDIATE CONTRACT TIME NUMBER 2**  
**AND LIQUIDATED DAMAGES:**

**09-16-03**

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **I-40 East Bound Lane** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**  
**Friday through Sunday 12:00 p.m. (noon) TO 12:00 a.m.(midnight)**

In addition, the Contractor shall not close or narrow a lane of traffic on **I-40 East Bound Lane**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS:

1. For **any event** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of 12:00 p.m. December 31st and 12:00 a.m. January 2nd. If New Year's Day is on Saturday or Sunday, then until 12:00 a.m. the following Tuesday.
3. For **Easter**, between the hours of 12:00 p.m. Thursday and 12:00 a.m. Monday.
4. For **Memorial Day**, between the hours of 12:00 p.m. Friday and 12:00 a.m. Tuesday.
5. For **Independence Day**, between the hours of 12:00 p.m. the day before Independence Day and 12:00 a.m. the day after Independence Day.

If Independence Day is on a Saturday or Sunday, then between the hours of 12:00 p.m. the Thursday before Independence Day and 12:00 a.m. the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of 12:00 p.m. Friday and 12:00 a.m. Tuesday.

Holidays and holiday weekends shall include New Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed above.

The intermediate completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Two Thousand Dollars (\$2,000.00)** per hour time period.

RG07

**RETAINING WALL SYSTEM**

**10-12-04**

**DESCRIPTION**

This work shall consist of a two step process:

1. **Step one** shall consist of providing a technical proposal, schedule, and cost proposal for constructing a retaining wall system, and a concept for a toe scour protection system as a separate submittal by selected geotechnical subcontractors at the time of the scheduled oral

presentations on October 18, 2004. The Department will choose one geotechnical subcontractor to work on this project.

2. **Step two** shall consist of submitting a bid on the entire project, after review of the successful geotechnical subcontractor's technical proposal, schedule, and cost proposal by the selected prime contractors. The successful prime contractor subsequently shall enter into a subcontract with the successful geotechnical subcontractor chosen by the Department.
3. **Selected prime contractors and selected geotechnical subcontractors**  
The selected prime contractors and selected geotechnical subcontractors invited to bid on this project are as follows:

<b>Selected Prime Contractors</b>	<b>Selected Subcontractors</b>
Blalock and Sons	Brayman Construction Company
Phillips and Jordan	Hayward Baker
Taylor and Murphy	Richard Goettle, Inc.
Wright Brothers	Schnabel Foundation Company

#### **GEOTECHNICAL SUBCONTRACTOR SUBMITTALS:**

##### **1. Bidding Requirements for geotechnical subcontractors**

The proposed subcontractor shall submit a fully executed bid bond; the bid bond shall remain in effect until the Department has executed a contract with the prime contractor. The subcontractors shall submit a fully executed non-collusion affidavit and debarment certification with their cost proposal.

The geotechnical subcontractor shall bid on the following items only:

<b>Pay Item</b>	<b>Pay Unit</b>
Permanent Anchor Tieback Wall No. 1	Square Feet
Permanent Anchor Tieback Wall No. 2	Square Feet
Class VI Select Material for Permanent Anchored Wall No. 1	Ton
Grout for Tieback Anchors at Wall No. 1	Cubic Yard
Grout for Tieback Anchors at Wall No. 2	Cubic Yard

##### **2. Submittal and Presentation of Technical Proposals and Cost Proposals**

The Department will receive the technical proposal and cost proposal at the oral interviews on October 18, 2004 beginning at 9:00 a.m. See timeline for specific geotechnical subcontractor oral interview times. The cost proposal will be opened within 24 hours of the last presentation. The Department will choose and notify the successful geotechnical subcontractor based on criteria shown elsewhere in this provision on October 20, 2004.

### 3. Evaluations

The geotechnical subcontractor shall submit a technical proposal no later than October 18, 2004 at the scheduled oral presentation. The purpose of the technical proposal is to document the geotechnical subcontractor's understanding of the retaining wall system, selection of appropriate design criteria, and approach for completing all design and construction activities for the proposed retaining wall system. The geotechnical subcontractor's technical proposal shall be developed using narratives, tables, charts, plots, drawings and sketches as appropriate.

The Technical Review Committee will consider the understanding of the project, the anticipated problems and the solutions to those problems.

The selection of the geotechnical subcontractor and the design does not in any way imply that the Department accepts or approves the details of the technical proposal submitted by the geotechnical subcontractor.

Decisions based on cost alone will not establish the design standards for the project. The proposal will be evaluated in each of the following areas:

	EVALUATION FACTOR	POINTS
1.	Safety Plan	30
2.	Schedule and Milestones	25
3.	Long term Maintenance	20
4.	Innovation	10
5.	Environmental Stewardship	10
6.	Oral Interview	5

#### A. Technical Proposal Evaluation Criteria

##### (1) Safety Plan– 30 points

- Describe the safety aspects of the geotechnical subcontractor's design concepts and construction phasing.
- Describe how to insure safety of the traveling public
- Discuss the geotechnical subcontractor's overall approach to safety.
- Safety Insurance Rating and Workman's Compensation

##### (2) Schedule and Milestones - 25 points

Provide a schedule for the project including both design and construction of the retaining wall system. The schedule shall show the sequence and continuity of operations, as well as the date of delivery of the retaining wall system.

The schedule shall also include the geotechnical subcontractor's final completion date. This date shall be clearly indicated on the Project Schedule and labeled *Final Completion Date for Retaining Wall System*.

(3) Long Term Maintenance – 20 points

Identify and discuss all aspects of the durability of the proposed retaining wall system and its components

(4) Innovation – 10 points

Identify any aspects of the design or construction elements that the geotechnical subcontractor considers innovative. Include a description of alternatives that were considered whether implemented or not.

(5) Environmental Stewardship – 10 points

Describe the geotechnical subcontractor's approach to addressing environmental concerns within the project boundaries such as the Normal High Water Line as shown on the plans.

Identify efforts to minimize impacts in the Pigeon River and other environmentally sensitive areas. Describe any temporary impacts and associated minimization approaches.

(6) Oral Interview – 5 points

Content

The geotechnical subcontractor shall present a brief introduction of the geotechnical subcontractor's team and design/construction approach.

Introductory comments shall be held to no more than 15 minutes.

The Department will use this interview to ask specific questions about the geotechnical subcontractor's background, philosophies, and approach to the project.

Presentation, questions, and answers shall not exceed 60 minutes. No more than 8 people from the geotechnical subcontractor's team may attend.

Design Features

Show plan view and cross-sections of the design concepts with key elements noted.

Show typical sections for the proposed systems.

Identify the appropriate design criteria for each feature if not provided.

Identify any deviations, including proposed design exceptions, from the established design criteria that will be utilized. Explain why the deviation is necessary.



Identify any special aesthetics considerations that will be part of the design.

The Department will use the information presented in the oral interview to assist in the evaluation of the technical proposal.

## **B. Selection Procedure**

There will be a Technical Review Committee (TRC) composed of Project Managers, and three or more senior personnel from involved engineering groups that will evaluate the geotechnical subcontractor's technical proposal on the basis of the criteria provided in the geotechnical subcontractor's package.

The selection of a geotechnical subcontractor will involve both technical quality and price. The technical proposals will be presented to the TRC for evaluation. The TRC will determine whether the proposals are responsive based on the rating criteria herein. The TRC will submit an overall technical proposal score for each geotechnical subcontractor to the Contract Officer. A maximum quality credit percentage will be assigned for each project, as determined by the TRC.

### **Quality Credit Evaluation Factors for Technical Proposals**

Safety Plan	30
Schedule and Milestones	25
Long term Maintenance	20
Innovation	10
Environmental Stewardship	10
Oral Interview	5
<b>Maximum Score</b>	<b>100</b>

The Contract Officer will use a table based on the maximum quality credit percentage to assign a Quality Credit Percentage to each proposal based on the proposal's overall technical score. The maximum percentage for this project will be 60%.

## Quality Credit Percentage for Technical Proposals

Technical Score	Quality Credit (%)	Technical Score	Quality Credit (%)
100	60.00	84	28.00
99	58.00	83	26.00
98	56.00	82	24.00
97	54.00	81	22.00
96	52.00	80	20.00
95	50.00	79	18.00
94	48.00	78	16.00
93	46.00	77	14.00
92	44.00	76	12.00
91	42.00	75	10.00
90	40.00	74	8.00
89	38.00	73	6.00
88	36.00	72	4.00
87	34.00	71	2.00
86	32.00	70	0.00
85	30.00		

If any of the technical proposals were considered non-responsive, the Contract Officer will notify those geotechnical subcontractors of that fact. The Contract Officer shall publicly open the sealed price proposals and multiply each geotechnical subcontractor's price proposal by the Quality Credit Percentage earned by the geotechnical subcontractor's technical proposal to obtain the Quality Value of each geotechnical subcontractor's technical proposal. The Quality Value will then be subtracted from each geotechnical subcontractor's price proposal to obtain an Adjusted Price based upon Price and Quality combined. The geotechnical subcontractor having the lowest adjusted price be selected for use on this project (Contract C201320). The successful geotechnical subcontractor's name, technical proposal and cost proposal will be given to the 4 (invited to bid) prime contractors for their information prior to submittal of their bid.

The following table shows an example of the calculations involved in this process.

### As Example of Calculating Quality Adjusted Price Ranking

Proposal	Technical Score	Quality Credit (%)	Price Proposal (\$)	Quality Value (\$)	Adjusted Price (\$)
A	93	46.00	3,000,000	1,380,000	1,620,000
B	90	40.00	2,900,000	1,160,000	1,740,000
C *	95	50.00	2,800,000	1,400,000	1,400,000
D	80	20.00	2,700,000	540,000	2,160,000
E	70	0.00	2,600,000	0	2,600,000
* Successful geotechnical subcontractor – Contract Cost \$2,800,000					

## **REVISION TO PROPOSAL**

The four prime contractors will be given the successful subcontractor's name, technical proposal, schedule and cost proposal in the form of a revision to this proposal.

## **PRIME CONTRACTORS' ADDITIONAL BIDDING REQUIREMENTS**

1. For this contract, the Contractor shall submit a bid bond and fully executed payment and performance bonds with his bid.
2. Additionally the Contractor shall submit with his proposal a fully executed non-collusion affidavit and debarment certification.
3. The prime contractor shall submit his bid, by completing all entries of the bid item sheet.
4. The requirement contained in Section 108-6 for performing at least 35% of this project with the Contractor's own organization is hereby waived for this project.
5. Temperature requirements for paving and seasonal limitations will be waived when directed by the Engineer.
6. The preconstruction conference will be held on October 27, 2004 at the Haywood Maintenance Center at 10:00 a.m.

## **STIPEND**

A stipulated fee of \$3000 may be awarded to each (invited-to-bid) geotechnical subcontractor who provides a responsive, but unsuccessful, proposal. If a contract award is not made, all responsive (invited-to-bid) geotechnical subcontractors may receive the stipulated fee. The stipulated fee shall be paid to eligible (invited-to-bid) geotechnical subcontractors within ninety days after the award of the contract or the decision not to award.

Once award is made, unsuccessful (invited-to-bid) geotechnical subcontractors will be notified of the opportunity to apply for the stipulated fee.

If the (invited-to-bid) geotechnical subcontractor accepts the stipulated fee, the Department reserves the right to use any ideas or information contained in the proposals in connection with any contract awarded for the project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful (invited-to-bid) geotechnical subcontractor.

Unsuccessful (invited-to-bid) geotechnical subcontractors may elect to refuse payment of the stipulated fee and retain any rights to its proposal and the ideas and information contained therein.

**EXISTING PORTABLE CONCRETE BARRIER**

**10-11-04**

The Contractor shall remove and stockpile the existing portable concrete barrier at the completion of the project to the Cotton Patch – Mile Marker 6.

**TRAFFIC CONTROL PHASING**

**10-12-04**

Complete the work required in Step 1. (See Intermediate contract time Number 1 and Liquidated Damages).

Step I – Complete Construction of the retaining walls.

Using Rdwy. Std. Drwg. 1101.02 (Sheets 3,4,6,7 of 7) mill, pave, and install temporary pavement marking in eastbound lanes of I-40.

Using Rdwy Std. Drwg. 1101.02 (Sheets 3 of 7) Install barrier rail.

Step II – Using Rdwy. Std. Drwg. 1101.02 (Sheet 3 of 7) Place eastbound I-40 and westbound I-40 traffic in a one-lane pattern in outside lane.

Step III- Using Rdwy. Std. Drwg. 1101.02 (Sheets 3 of 7) Remove (PCB) Portable Concrete Barrier from westbound I-40. PCB shall be replaced with drums.

Using Rdwy. Std. Drwg. 1101.02 (Sheets 3 of 7) install anchored PCB at the openings of median wall.

Using Rdwy. Std. Drwg. 1101.02 (Sheets 3,4,6,7 of 7) remove existing markings and place permanent markings in WBL of I-40.

Using Rdwy. Std. Drwg. 1101.04, 1101.02 (Sheets 3 of 7) Install rock buttresses eastbound. Remove access roads when completed.

Step IV – Remove all traffic control devices and open all lanes of I-40 to traffic.